# IDMINICHER AIDING!

VOL. 14.

DEMING, GRANT COUNTY, NEW MEXICO, SATURDAY, FEBRUARY 24, 1894.

NO. 8.

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Dre Samplers tital. The prosecution, the United States of United States being examined by Wir. Forgusson, test were issued for the purpose of paying After some little deliying, and about it being examined by Mr. Forgusson, test were issued for the purpose of paying of the whole indebtedness of \$2,000,000, After some little deliying, and about it

Deming, - - N∈w Mexico.

ASSAY DEPARTMENT. PRICES as FOLLOWS on HAND SAMPLES

Silver,			41		201		6			4	\$1.00
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Lead.			4				an in				1.00
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HOW THE MONEY WAS LOST.

cases" are attracting the greatest ceeded with his statement.

Fall for the trial of the case, or, more famualis. witnesses, pro and con, were ready for

go to trial Thesday, and do that day the obtained by her on the acte, but that it 150,000 acres are outside of the Socorro the opinion of the chicago, and court value.

The attorneys had agreed to let the class and court value.

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The attorneys had agreed to let the class and court value. urt room was cruwded, as evidencing the luterest manifested in the cases by the general public.

As soon as court was announced in much of it as was not interest.

and extend Name Repaired, of its he about that the substance of the con- consection and be-

Little Progress Made, Owing to Holidays
And Adjournments.

And Adjournments.

And Adjournments.

DANE WORRED AND CAREWORN

DANE WORRED AND CAREWORN

The the form of the capital stock of the bank, and he personal to the proceedings by a special Correspondent—A Jury Secured to count in the volumentous limited and any secured with any control of the proceeding by a special Correspondent—A Jury Secured by the was every explicit, each without much and any secured to the proceeding by a special Correspondent—A Jury Secured by the jury, and was very explicit, each without much and any secured by the jury, and was very explicit, each without much and stated that there was a clause to the proceeding of the bank and he count in the volument of the total there was a clause in the Netional Bank laws preventing the given of the bank and he count is the afternoon of the count of the bank. Mr. Slabeld stated that the given of the bank and he understood that the capital stock of the bank and t Special Correspondent A Sury Secured by the jury, and was very explicit, each without make transfer. The Trial Will count in the volumnious indictment and stated that the first proceeds derived number W.1, was reviewed in detail. A number W.1, was reviewed in detail. A he began to enter upon the points which they expected to prove, Attorney Caron arose and moved the court that all the sure of the Defanct Banks.

\*\*Special to the Universal Will count in the volumnious indictment and stated that the first proceeds derived from the monors obtained on the notes and so can had to be entered upon the minutes. Mr. Silebold was instructed to minute and so can had to be entered upon the minutes. Mr. Silebold was instructed to minute and so can had to be entered upon the minutes. Mr. Silebold was instructed to minute and so can had to be entered upon the minutes. Mr. Silebold was instructed to minute and so can had to be entered upon the minutes. Mr. Silebold was instructed to minute and so can had to be entered upon the minutes. Mr. Silebold was instructed to minute and so can had to be entered upon the minutes. Mr. Silebold was instructed to minute and so can had to be entered upon the minutes. Mr. Silebold was linguage. After a half hour's song service and the resulting of the results and the resulting of the securities with discount committee, although no such and to be entered upon the minutes. Mr. Silebold was linguage. After a half hour's song service and so can had to be entered upon the minutes. Mr. Silebold was linguage. Mr. Silebold was large. After a half hour's song service and so can had to be entered upon the minutes. Mr. Silebold was large. After a half hour's song service and the result in the stated that the first proceeds derived in the minutes. Mr. Silebold was large. After a half hour's song service and the results of the result in the stated that the first proceeds derived in the stated that the first proceeds derived in the stated that the first proceeds derived in the stated that the first proceed

Col. Paschad H. Smith was the first held by the old campany. About \$13,000 witness called for the presecution. On of the whole indebtedness of \$2,000,000, Attorney J. B. H. Hemingway, avaisted lifted that he was a resident of Deming for 300,000 acres of land that the com- o'clock the presention insuring upon by Hon, H. B. Fergusson, of Albuquer that he knew the defendant, Charles H. pany now owns and for the concession going to trial, but the defense as strongque. The defendant has retained as Dane; that he had business with the of 1,000,000 mores that the company was ly objected to going to trial, stating that Counsel Hon. Thomas B. Catron, of San- Pirst National Bank of Deming while sometime to build a canadem und for the the day was a legal holiday, and that The greater portion of Monday was two notes given to the bank, one signed consumed in the arguing of a motion for change of venue, made by Attorney Cat Mattle G. Smith. He stated that the bic caust. Of the 300,000 acres of land proceeds of the note signed by himself atthough they were reported favorably row

doza, Jesus Bornuda, Macedon'o Pro-bold asicci this questlem. He told him time it was opened until it was closed. II, higheld, attorney, Keck was deceased cannot, Julian Bernal, June Lopez, Plo-that he thought that the conditions The book contains the bytans under at the figure of simples the note. Matenta reacto Lune, Jesus Cuadron, Projectsco would be about the same as that of Mr. which the bank operated. Upon pag-lici, Nimnor Banirez, Pedro Pedregon, Dane, that of being under bond, as far 200 of this book entry was made by Mr. Charles Klausman and J. B. Hedrick. | no his presence was required from term | Slabaid, being the minutes of a resette The following presemptory challenges to term. Then he asked him what he of the stockholders held January 16. cers made by the presecution: Jesus thought regarding it, of his being indict. 1830. On page 181 appears the minutes Dry Goods, Boots, Shoes Gent's Furnishing Goods | Borney B to take the places of those above ment than he could be unable to take the places of those above ment than the other, and made, but never effected. They were appointed and take it by when due. Told at one derived the could be unable to the places of those above ment at the other, and made, but never effected. They were appointed and take it by when due. Told at one derived the take he derived the take by Mr. timetah. Here there was a should be take the place of the pla Oursin, Carple Misquez, Ataliae Batela, had better consult with a good atterney in the first port from the sheet in the first and find out. Upon being questioned as record both a proof in the first and find out. Upon being questioned as record both a proof in the first and find out. Upon being questioned as record both a proof in the first and find out. Upon being questioned as a first purported to be the unitarity was a part of the first and find out. Upon being questioned as a first purported to be the unitarity was a first purported to be unitarity was a state of the unitarity was a first purported to be unitarity was a state of the unitarity was a first purported to be unitarity was a first purported to be unitarity was a state of the unitarity was a first purported to be unitarity was a first purported t

own motion. Jose Rodrigues, Estadio Trajillo and Patho C. Meleadres were called in place of those challenged and excused, so that the trial jury is as follows. Passent Mendoss, Jose Rodrigues, Jose Estadio Replaced Company Research Medical Replacement of the process of the same boat, and that he had better the process of the same boat, and that he had better passent Mendoss, Jose Rodrigues, Jose Estadio, Carple Misques, Jose Challeng, Jose Challeng, Jose Challeng, Jose Challeng, Jose Rel, Nicaner Ramirez, Jose Baca, Pable C. Meleadres and Pelipe 10000.00. When asked why Mc Smith show the did not give his own note for the whole the process of the manes of those present mental tioned thereon. The last statement of the pencil memoreacting is meeting adjourned until directors were meeting. Supply SCHOOL WORK the pencil memoreacting is meeting adjourned until directors were meeting. Supply School, War, Reynolds Delivery Sms Inter-thing man directors were adjoint of W. Rey, the prior of the process of the graph of the same directors were adjoint of the same local thereon. The last statement of the pencil memoreaction is meeting adjoint of the pencil memoreaction in the pencil memoreaction is meeting adjoint of the pencil memoreaction of the pencil memoreaction is meeting adjoint of the pencil memoreaction of the pencil memoreaction is meeting adjoint of the pencil memoreaction in the pencil memoreaction is meeting at the pencil memoreaction in the pencil memoreaction is meeting at the pencil memoreacti Lopez.

After the empanaelling of the Jury, they retired under the rare of an officer, self and his wife, as he obtained all of the general charge, superior the court instructing them to not continuously the rare of an officer, be stated that there was a clause in the count count count instruction of the money, or had it placed to his credit, on being questioned what part the discount count co Las Cruces, N. M. February 28—The condend to retire from the court room so drawn from the bank that had been witness gave a note to the First Nation witness gave a note to the First Nation dated Junuary 2. 1882. She did not get to the sould not hear the proceedings in the case. Mr. Hendingway then pronote was given in his name, and this me- the money on the note. Clot no considered attention of his audience and proving

The lumietment covers 45 pages of working of the company. There wasno state what he wanted with the money.

has also been placed to als credit, or so at one time by the Surveyor General. That he had a conversation with Mr. is not at a value of about \$114,000 agrees. The Day Devoted is Hearing the Testisession, Attorney Cutron arose and moved the court for an order for a bill of particular from the prosecution, setting forth and limiting the prosecution as to the points which they expected to protect the points which was then pend-market the protect that the provised that the litigation to certified the provised that the litigation to certified the provised that the litigation to certified the provised that the litigation to certified.

The he had a convergation with Mr. Insert at a value of about \$1.00 per a result that the litigation to certified. The messal and has not particular value of about \$1.00 per a result that the litigation to certified. The messal and that the litigation to certified the provised that the litigation to certified.

The messal and that the litigation to certified the provised that the litigation to certifie the times and amounts and carious it as out a transaction which was then bending that the so that the defense could properly prepare for trial. This motion was argued at length, Attorney Pergusson replying remain there until sold, and when sold he was a resident of Las Paloman, Old for the United States. It was finally and the notes taken up and all the ad-submitted to the court for action. It was finally and the notes taken up and all the ad-vances paid thus they would divide to moving to Las Palomas, having coased to noving to Las Palomas, having coased two of the cases be consolidated and This is about the substance of the whole living at the former place last year. That tried as one, which was overruled by the thing. The understanding was that the he had something to do with the organicourt and not granted, on the ground notes were to be paid when the bends, - zation of a bank at Deming at that time. at Dane's request who said that he would be steadillon of the "Flewing Bowl" & that there would certainly confusion the securities to which he refers were it was the First National bank of Dam- be responsible. arise, as they were the one, alleging an sold. A portion of the preceds of the ing. C. H. Dane and others were asso-embezziement of funds from the Silver two notes was appropriated in paying clated with him in the organization of embezzlement of funds from the Silver the expenses of carrying on the transic the bank. He is acquainted with the the interest because he received the Flowing Bowl" for the benefit of the ling bank.

The organization of the laterest because he received the Flowing Bowl" for the benefit of the ling bank.

The organization of the laterest because he received the Flowing Bowl" for the benefit of the laterest because he received the proposed of the laterest because he received the lat

court had been obtained, it was consent
ad by the atterneys for the defense and
prescution that the case be taken up
Wednesday morning.

Mr. Dane appears to be confident of
has hard fought better is but little doubt but that it will
be a hard fought legal battle, as both
after a real factors and received credit for this no
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Another paper the witness identified as
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the count and other credits making his overganization of the bank was signed at the meeting that the organization of the bank was signed at the meeting that the organization of the bank was signed at the meeting that the organization of the bank was signed at the meeting that the organization of the bank was signed at the meeting that the organization of the bank was signed at the meeting that the orga he a hard fought legal battle, as both something said about Mr. Siebold's be-from Deming. After the papers had sued. Checks were signed C. H. Dans clines decome A round hear treasurer. The Examiner was espected to the first of course of the papers had been made and the others received from treasurer. The Examiner was aspected to the course of the papers had been made and the others received from the papers had been made and the other papers had been mad victorious, while the best of counsel has or he suggested to Dane, to go down to been retained by both parties.

Weshington, the bank was opened for business. Churtee H. Dane was the cent of the capital stock so that it had been retained by both parties.

Weshington, the bank was opened for business. Churtee H. Dane was the cent of the capital stock so that it had been retained by both parties.

Weshington, the bank was opened for business. Churtee H. Dane was over the limit of 10 per business of Marion Roses, a disputer of Mari Wednesday morning the court and the conversation between the two, but H Bleboid was the cashier. The bunk to be reduced. The money belonging Mr. Morris, Maria stars Possingers. nounced that the motion for a bill of did not know whether he heard it all or particulars made by the defens: Toesday not. The conversation was in regard to morning would be overruled. The cu Mr. Sinkell's lishdities, or what would be Not Lauter, the National Bank on the bank number of the officers at president of the National Bank on the bank number of the president of the National Bank on the bank number of the officers at president of the National Bank on the bank number of the officers at president of the National Bank on the bank number of the officers at president of the National Bank on the bank number of the officers at the bank number of the bank and that which same into the bank and the ban tire marning consinu was consumed in the his liabilities, if he Slebeld—did not the empanneling of a jury. The example the case of the property of the example of a jury. The example of the trial He remembered, bank was closed about the Red of February on the respect to the respect of the respect to the respect of the respect to the respect of the re there can be no doubt but that the jury was going down to the court or go back cuary, but. Mr. Sisbold was the cash trying the case is a perfectly, or as near to Mexico. Mr. Siebold said that if he ier at the time the bank was closed. A as possible, unblased and without send- knew that he would not be liable to in- book was then handed to the witness. ment either for or against the defendant. dictment he would come and he mixed which he stated was a record of the pro-The following is a list of the original Mr. Smith as to what he thought about preclings of the board of directors and jury called in the case: Pascual Mss. It. Mr. Dane was present when Mr. Sic. the stockholders of the bank, from the

not only within the Territory, but in the the rule, afterwards brought up an in up as collateral for the notes were in the Mrs. Sichold was not financially so the speaker claborated upon the neceseastern states as well. Bank Examiner teresting point. Mr. Catron asked per form of bonds and stock receipts of the spensible for the note at that time, sity of the work—that it was from the Lazier has been faithfully at work on mission of the court to consult with one dio Grande Irrigation and Colonisation There was no collateral security of value Sunday school that christianity was Line has been faithfully at work on these cases since the sitting of the differences. The witnesses were all summoned for the witnesses. The witnesses were all summoned for the order of the witnesses. The first defense thing Mr. Catron to converse with one of the bonds were of the same company. The line the note only witnesses until he should have given his testimany in behalf of the United States, and detailed report of the trial.

Monday last was the day set by Judge

There was no collateral security of value given he same the paymont of the note. The bonds were of the same company. The receipts for \$27,000,03 atil remain in the bank. This company was engaged in the bank. This company was engaged in the same of the witnesses until he should have given his testimany in behalf of the United States, although Mr. Catron slieged that he proposed to use some of them for the de-forms its "Could in the same company. The receipts for \$27,000,03 atil remain in the bank. This company was engaged in the same company. The form the same company. The first this week to its readers a full the should have given his same company. The first this time the paymont of the same paymont of the description of the plana and places of the interest once on it. He did not Correctly, the cases, against Charles H.

Danc as president of the Silver City and Dending banks. The defendant and perfect the capacity of th Thursday a Hollday.

Mr. Done was president; that there were character and for the exposure of aur. there might be some illegality on going

VESTERDAY'S PROCEEDINGS.

mony of P. H. Blebold.

No morning session was held.

his wife, went to the benefit of Dane. certain to follow. Ills wife derived none. I drew the note

He paid luterest when due. He paid

After Dane ceased to be trusurer of The Beautight the Only Paper Reporting Grant county, his account was still continued under his direction. Checks were drawn against him, some fimus as Dane and others as Dane, treasurer. His reporting the Dane telat. had no account as C. H. Dane. One mite at the time of signing the note. Matchiwas agont for his helia. It was done for You can always look for the Bush-Dane, who are ded the money and asked state in the head of the procession, just shelold to sign R. Ha received the in front of the band wagon. henefit. Sirbeld received no benefit of it, Dane paid the laterest. The letter rearried not a cent. Received note time frome, don't believe it. issued for this. In the nois of \$1000, went to Page. Print said, estate would

MUUH INTEREST EXHIBITED

interest at the present term of the The court room was well filled, and curities placed in built in his name, eration for the note at all. Mr. Dane re-himself a most interesting and one that there exists a first three curities placed in built in his name. United States court sitting at Las Cruces. the case has excited considerable inter Upon direct examination by Mr. Fer colved the money on the note. Mr. taining speaker. After stating that there gusson, in behalf of the Presscution, Mr. Dane noted him to have her eign the are in the world, and 350 anday schools, They have become remewhat celebrated, The placing of the witnesses under simith stated that the bombs which put note for his berefit and accommodation. 1,300,000 teachers and 8,500,000 teachers and 1,000,000 teachers and 1,000,00

Reynold's address, or rather talk, was intersperced with amusing incidents but sound, practical suggestions.

Wednesday morning was devoted to igaring the reports of those luterested a the sanday schools of Deming and receiving some good, common sense sugcestions from Mr. Reynolds concerning the furtherance of the local work. In the afterpoon, Mr. Raynolds and others spoke and gave valuable information about the management of the sunday the International Icason and kindre t subjects. Both the day session were wall attended and much luterest maniron, which was overruled by Judge Fall.

The attorneys had agreed to let the case

Mattie G. Smith was never received or acres are in Rio Arriba courty and about this kind. The court was inclined to atraction which will be of the utmost

> Wednesday evening on the subject "Better Things." As before he elaborated upon the freportance of Sunday school work and gave some practical suggestions for the encyling on of the same. His address was even mere in-The reports of yesterlay's sessions teresting then the evening before. As were received by telegraph late last the conclusion of his remarks, Prof. selly made a short but instructive talk apon the same general subject.

> Mr. Reynold's vielt has undoubtedly F. H. Stebold was recalled at the be-resulted in much interest being aroused ginning of the afternoon session. He among the members of the city charenes end that the note for \$5,000 signed by in this work and good reresults a

WHILE PRESENTED.

Marked Successive

The presentation of the drama, "The ling bank.

Permission was then granted by the court to the defendant and his attorney to examine the books of the bank, in the presence of Mr. R. G. Clarke, in whose care the backs and papers of the bank are, as clerk to Receiver F. L. Foster. After this permission of the court had been obtained, it was consent ad by the attorneys for the defense and burses to be put up as collaborated by the defense and burses to be put up as collaborated by the attorneys for the defense and burses to be put up as collaborated by the attorneys for the defense and burses to be put up as collaborated by the attorneys for the defense and burses to be put up as collaborated by the attorneys for the defense and burses to be put up as collaborated by the attorneys for the defense and burses to be put up as collaborated by the attorneys for the defendant, having amount called fer. If went to the operation of the burses and sign of Dane, treasurer. The note was dated for Dane, treasurer. The note was dated back because the Easurer was underesting of Dane, treasurer. The note was dated back because the Easurer was underesting of Dane, treasurer. The note was dated for Dane, treasurer. The note was dated back because the Easurer was underesting of Dane, treasurer. The note was dated back because the Easurer was underesting for Dane, treasurer. The note was dated back because the Easu

SERVICED BUNCHERSELECT.

the Buse Trial for its finalers.

The HE are much the only new puper

It is sesting considerable muney, but of \$93 was algued Jahres Each per Frank this paper believes that the news mins be secured at any price-

When you don't see It in the Haars

Monney Wyman, of the Chebon or